

JUDGE BAER

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

13 CV 4947

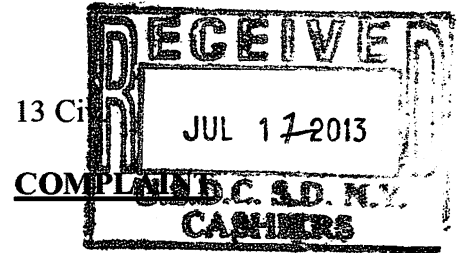
CMA CGM (AMERICA) LLC,

Plaintiff,

-against-

GLOBAL ENTERPRISE WORLDWIDE, LLC,

Defendant.



Plaintiff CMA CGM (AMERICA) LLC, by its undersigned attorneys, as and for its complaint against defendant GLOBAL ENTERPRISE WORLDWIDE, LLC alleges as follows:

1. This is a case of admiralty and maritime jurisdiction within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Jurisdiction is based upon 28 U.S.C. § 1333, as well as the Court's pendent, supplementary and ancillary jurisdiction.

2. Pursuant to the agreement between plaintiff and defendant, the District Court for the Southern District of New York is the proper forum for disputes arising thereunder.

3. Plaintiff CMA CGM (AMERICA) LLC, is, and at all relevant times was, a limited liability corporation incorporated under the laws of the State of New Jersey with a principal place of business at 5801 Lake Wright Drive Norfolk, Virginia.

4. Upon information and belief, defendant GLOBAL ENTERPRISE WORLDWIDE, LLC is, and at all relevant times was, a limited liability company incorporated under the laws of the State of Delaware with a principal place of business at 1201 N. Orange St., No. 700, Wilmington, Delaware.

5. For the benefit of defendant, plaintiff provided and/or arranged ocean

transportation and related work, materials, labor and/or services at an agreed upon price pursuant to agreements set forth, and incorporated by reference, in plaintiff's bills of lading NA1973188, NA2255397, NA2312773, NA2312941, NA2315989, NA2315996, NA2316131 NA2317627 and NA2317718 (the "Bills of Lading") annexed hereto as Exhibit A.

6. In connection with the transportation and related work, materials, labor and/or services provided under the Bills of Lading, plaintiff issued to defendant invoices NAEX1176537, NAEX1169546, NAEX1183375, 75558, NAEX1254547, NAEX1246617, NAEX1239110, 80298, NAEX1248805, NAEX1248804, NAEX1243542, NAEX1255628, NAEX1279430, 80299, NAEX1279431, NAEX1243541, NAEX1251640, NAEX1279440, NAEX1279441, 80300, 80609, NAEX1243540, NAEX1251637, NAEX1284666, 80538, NAEX1284667, 80540, NAEX1284674, 80610, NAEX1284673, NAEX1246818, NAEX1254325, NAEX1246845, NAEX1254335, NAEX1284682, 80541, 80611, NAEX1284681 (the "Invoices") annexed hereto as Exhibit B.

7. The total amount due and owing to plaintiff under the Invoices is \$348,600.50.

8. Plaintiff brings this action on its own behalf and as agent for CMA CGM and any other party with an interest in the subject matter hereof and has fulfilled all conditions precedent.

FIRST CLAIM

9. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 8 hereof.

10. Defendant is, and at all relevant times, was contractually obligated to pay for the transportation and related work, materials, labor and services provided by plaintiff in connection with the aforementioned Bills of Lading.

11. Defendant has failed and refused to pay as agreed for the aforementioned transportation and related work, materials, labor and services provided by plaintiff.

12. Plaintiff has duly performed all of its contractual duties and obligations.

13. By reason of defendant's breach of contract, defendant is liable to plaintiff in the amount of \$348,600.50, plus interest, attorneys' fees and costs.

SECOND CLAIM

14. Plaintiffs repeat and reallege the allegations set forth in paragraphs 1 through 13 hereof.

15. Upon information and belief, defendant received and retained a statement of account and the aforementioned Bills of Lading without objection.

16. Upon information and belief, defendant had an account stated with plaintiff.

17. By reason of the foregoing, defendant is liable to plaintiff in the amount of \$348,600.50, plus interest, attorneys' fees and costs.

THIRD CLAIM

18. Plaintiffs repeat and reallege the allegations set forth in paragraphs 1 through 17 hereof.

19. Plaintiff provided valuable work, materials, labor and services for the benefit of defendant in connection with the aforementioned Bills of Lading.

20. Defendant was unjustly enriched by its failure and refusal to pay as agreed for such work, materials, labor and services.

21. By reason of the foregoing, defendant is liable to plaintiff in the amount of \$348,600.50, plus interest, attorneys' fees and costs.

WHEREFORE, Plaintiff demands judgment:

(1) on its First Claim, against defendant GLOBAL ENTERPRISE WORLDWIDE, LLC in an amount in excess of \$348,600.50, plus interest, attorneys' fees and costs;

(2) on its Second Claim, against defendant GLOBAL ENTERPRISE WORLDWIDE, LLC in an amount in excess of \$348,600.50, plus interest, attorneys' fees and costs;

(3) on its Third Claim, against defendant GLOBAL ENTERPRISE WORLDWIDE, LLC in an amount in excess of \$348,600.50, plus interest, attorneys' fees and costs; and,

(4) for the costs and disbursements, including reasonable attorneys fees, of this action, and such other and further relief as the Court may deem just and proper.

Dated: New York, New York
July 16, 2013

THE LAW OFFICES OF MARK MCKEW, PLLC
Attorneys for Plaintiff

By: 

Mark L. McKew

1725 York Ave., Suite 29A

New York, New York 10128

Email: mmckew@mckewnylaw.com

Tel: (212) 876-6783

Fax: (646) 478-9090

EXHIBIT

A



BILL OF LADING FOR COMBINED TRANSPORT AND PORT TO PORT SHIPMENT

Sheet 1 of 2

SHIPPER/EXPORTER (2) GLOBAL ENTERPRISE WORLDWIDE LLC 1201 N ORANGE STREET - SUITE 700 - WILMINGTON DE 19801 - 1186		DOCUMENT NO (5) NAM1411080 EXPORT REFERENCES (6) NA1973188
CONSIGNEE (3) (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER) NORTHERN LOGISTICS OY (CHINA) LTD. RM 503, CHUANGZHAO PLAZA, AILIAN SUBWAY STATION, SHENHUI ROAD, LONGGANG DISTRICT, SHENZHEN, CHINA PHONE +86 755 82149063 FAX +86 755 82685906 NOTIFY (4)		FORWARDING AGENT - REFERENCES (7) CHB: FMC:
PIER/TERMINAL (10) Bayport Container Terminal VESSEL (11) CMA CGM FLORIDA PG740W		POINT AND COUNTRY OF ORIGIN (8) DOMESTIC ROUTING/EXPORT INSTRUCTIONS (9) NO SED REQUIRED - X20120712022366
PORT OF DISCHARGE FROM VESSEL (13) ZHANGZHOU		COMBINED TRANSPORT - ONWARD CARRIAGE (15)* -

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE		
MARKS AND NUMBERS (16)	NO. of PKGS. (17)	DESCRIPTION OF GOODS (18) SHIPPER'S STOW LOAD AND COUNT	GROSS WEIGHT (19)	MEASUREMENT (20)
		2x40HC CONTAINER: SOUTHERN YELLOW PINE LOGS		
CMAU5356405 SN# KYL 742592	19	LOGS	22734.000KGM	39.650MTQ
INKU2692110 SN# KYL 742618	25	LOGS	19514.000KGM	38.890MTQ
		FREIGHT TO BE PREPAID		
SHIPPERS STOW, LOAD AND COUNT / F C L T H C AT DESTINATION PAYABLE BY CONSIGNEES AS PER LINE/PORT TARIFF GROUND RENT/STORAGES COSTS AT P O D FOR CONSIGNEE'S ACCOUNT ACCORDING TO PORT RATES UNLESS THE VALUE OF CARGO IS DECLARED ON THE FACE OF THIS BILL OF LADING OR WHEN IN THE CONDITIONS SET FOR ON THE REVERSE, LIMITATION OF LIABILITY IN RESPECT OF LOSS OR DAMAGE TO GOODS SHALL NOT EXCEED USD 500.00 PER PACKAGE, OR CUSTOMARY FREIGHT UNIT IF GOODS ARE NOT SHIPPED IN PACKAGE. FOR THE PURPOSE OF THE PRESENT CARRIAGE, CLAUSE 14(2) SHALL EXCLUDE THE APPLICATION OF THE YORK/ANTWERP RULES, 2004. DEMURRAGE AND DETENTION PAYABLE BY THE MERCHANT AS PER CMA CGM TARIFF AVAILABLE ON THE WEB SITE WWW.CMA- CGM.COM, OR IN ANY OF CMA CGM AGENCY MIS-DECLARATION OF CARGO WEIGHT ENDANGERS CREW, PORT WORKERS AND VESSELS' SAFETY. YOUR CARGO MAY BE WEIGHED AT ANY PLACE AND TIME OF CARRIAGE AND ANY MIS-DECLARATION WILL EXPOSE YOU TO CLAIMS FOR ALL LOSSES, EXPENSES OR DAMAGES WHATSOEVER RESULTING THEREOF AND BE SUBJECT TO FREIGHT SURCHARGE. The Shipper acknowledges that the Carrier may carry the Goods identified in this Bill of Lading on the deck of any vessel and in taking remittance of this Bill of Lading the Merchant (including the Shipper, the Consignee and the Holder of the Bill of Lading, as the case may be) confirms his express acceptance of all the terms and conditions of this Bill of Lading and expressly confirms his unconditional and irrevocable consent to the possible carriage of the Goods on the deck of any vessel. SHIPPERS DECLARED VALUE SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 10 OF THIS B/L				

If above commodities, technology, or software were exported from the U.S., the Export Administration Regulations must be complied by the Merchant. Diversions contrary to U.S. law prohibited.

*If the Pre-Carriage or Onward Carriage boxes are filled out, shipment will be treated as Through Combined Transport. Carrier undertakes entire transport from the place where the goods are taken in charge to the place designated for their delivery and assumes full liability for such transport as per clause 15.

RECEIVED in external good order and condition, except as otherwise indicated herein, the number of packages listed in the Carriers Receipt, said to contain the goods described in the Particulars Furnished by Shipper (contents, weight and measurement unknown to Carrier) to be transported to the port of discharge, or to such other place authorized or permitted herein, or so near thereto as the vessel can get, lie and leave, always in safety and without delay, and there to be delivered to consignee, or authorized receiver, or on carrier on payment of all charges due thereon.

All actions against Carrier under the contract of Carriage evidenced by this Bill of Lading shall be brought before the "Tribunal de Commerce de MARSEILLE" and no other Court shall have jurisdiction with regards to any such action. Actions against the Merchant under the contract of Carriage evidenced by this Bill of Lading may be brought before the "Tribunal de Commerce de MARSEILLE" or, in Carrier's sole discretion, in another court of competent jurisdiction.

FREIGHT CHARGES (See clause 10 and 20)

Change of vess or dest., incl	USD	200.00	P	IN WITNESS WHEREOF THREE (3) Bills of Lading all of like tenor, have been executed, ONE of which being accomplished, the other shall stand void. DAY MONTH YEAR 20-JUL-12 Signed for the Carrier CMA CGM SA by CMA CGM (AMERICA) LLC as agent for the Carrier
Wharfage	USD	62.00	P	
Ocean Carrier-Intl Ship & port	USD	10.00	P	
Origin,Terminals-Intl Ship&Por	USD	3.25	P	
Documentation Fees, incl BsL s	USD	50.00	P	
Change of destination(at sea)	USD	.00	P	
Late payment, fee for	USD	50.00	P	
Late payment, fee for	USD	200.00	P	
DECLARED VALUE CHARGES (See Clause 10)				
HARBOR TAX/LIGHTERAGE				
TOTAL \$				By _____

(Continued on reverse side)

CMA000001



BILL OF LADING FOR COMBINED TRANSPORT AND PORT TO PORT SHIPMENT

Sheet 2 of 2

SHIPPER/EXPORTER (2) GLOBAL ENTERPRISE WORLDWIDE LLC 1201 N ORANGE STREET - SUITE 700 - WILMINGTON DE 19801 - 1186		DOCUMENT NO (5) NAM1411080 EXPORT REFERENCES (6) NA1973188
CONSIGNEE (3) (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER) NORTHERN LOGISTICS OY (CHINA) LTD. RM 503, CHUANGZHAO PLAZA, AILIAN SUBWAY STATION, SHENHUI ROAD, LONGGANG DISTRICT, SHENZHEN, CHINA PHONE +86 755 82149063 FAX +86 755 82685906 NOTIFY (4)		FORWARDING AGENT - REFERENCES (7) CHB: FMC:
PIER/TERMINAL (10) Bayport Container Terminal VESSEL (11) CMA CGM FLORIDA PG740W		POINT AND COUNTRY OF ORIGIN (8) DOMESTIC ROUTING/EXPORT INSTRUCTIONS (9) NO SED REQUIRED - X20120712022366
PORT OF DISCHARGE FROM VESSEL (13) ZHANGZHOU		COMBINED TRANSPORT - ONWARD CARRIAGE (15)* -

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE		
MARKS AND NUMBERS (16)	NO. of PKGS. (17)	DESCRIPTION OF GOODS (18) SHIPPER'S STOW LOAD AND COUNT	GROSS WEIGHT (19)	MEASUREMENT (20)
By tendering the hazardous goods for carriage, Merchant guarantees the accuracy of the description of the goods and undertakes to warn the consignee, the notify party, and all its sub contractors on the transport, storage and handling prescriptions referred to in the IMDG Code and the Material Safety Data Sheet. Merchant's particular attention is drawn on clause 20 of this bill of lading.				
SHIPPER'S DECLARED VALUE SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 10 OF THIS B/L				

If above commodities, technology, or software were exported from the U.S., the Export Administration Regulations must be complied by the Merchant. Diversions contrary to U.S. law prohibited.

*If the Pre-Carriage or Onward Carriage boxes are filled out, shipment will be treated as Through Combined Transport. Carrier undertakes entire transport from the place where the goods are taken in charge to the place designated for their delivery and assumes full liability for such transport as per clause 15.

RECEIVED in external good order and condition, except as otherwise indicated herein, the number of packages listed in the Carriers Receipt, said to contain the goods described in the Particulars Furnished by Shipper (contents, weight and measurement unknown to Carrier) to be transported to the port of discharge, or to such other place authorized or permitted herein, or so near thereto as the vessel can get, lie and leave, always in safety and without delay, and there to be delivered to consignee, or authorized receiver, or on carrier on payment of all charges due thereon.

All actions against Carrier under the contract of Carriage evidenced by this Bill of Lading shall be brought before the "Tribunal de Commerce de MARSEILLE" and no other Court shall have jurisdiction with regards to any such action. Actions against the Merchant under the contract of Carriage evidenced by this Bill of Lading may be brought before the "Tribunal de Commerce de MARSEILLE" or, in Carrier's sole discretion, in another court of competent jurisdiction.

FREIGHT CHARGES (See clause 10 and 20)

Change of vess or dest., incl	USD	200.00	P
Wharfage	USD	62.00	P
Ocean Carrier-Intl Ship & port	USD	10.00	P
Origin,Terminals-Intl Ship&Por	USD	3.25	P
Import documentation fees	CNY	350.00	C
OCEAN FREIGHT	USD	4000.00	P
TOTAL COLLECT	CNY	350.00	C
TOTAL PREPAID	USD	4850.50	P

IN WITNESS WHEREOF THREE (3)

Bills of Lading all of like tenor, have been executed, ONE of which being accomplished, the other shall stand void.

DAY MONTH YEAR
20-JUL-12
Signed for the Carrier CMA CGM SA by
CMA CGM (AMERICA) LLC as agent for the Carrier

BL/No.
CMDU
NA1973188

DECLARED VALUE CHARGES (See Clause 10)
HARBOR TAX/LIGHTERAGE

TOTAL \$

By

(Continued on reverse side)

CMA000002



BILL OF LADING FOR COMBINED TRANSPORT AND PORT TO PORT SHIPMENT

Sheet 1 of 3

SHIPPER/EXPORTER (2) GLOBAL ENTERPRISE WORLDWIDE LLC 1201 N ORANGE STREET - SUITE 700 - WILMINGTON DE 19801 - 1186		DOCUMENT NO (5) NAM1385284C EXPORT REFERENCES (6) NA2255397
CONSIGNEE (3) (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER) MARKWIN LOGISTICS INDIA PVT LTD, C/O M/s. EXPRESS WAY 133/1/1A, S N BANERJEE ROAD, 4TH FLOOR, KOLKATTA- 700013 TEL:+9133 30082300 (HUNTING) FAX:+91 33 30082319/20 CTC:SATHEESH KRISHNAN/MOB: +91 9677286201* NOTIFY (4)		FORWARDING AGENT - REFERENCES (7) CHB: FMC:
PIER/TERMINAL (10) Bayport Container Terminal VESSEL (11) CMA CGM FLORIDA PG740W		POINT AND COUNTRY OF ORIGIN (8) DOMESTIC ROUTING/EXPORT INSTRUCTIONS (9) NO SED REQUIRED - X20120702055264 *MR. DEVENDRA KUMAR: +91 9884111378
PORT OF DISCHARGE FROM VESSEL (13) KOLKATA(CALCUTTA)		COMBINED TRANSPORT* PRECARRIAGE FROM (10A) - PORT OF LOADING (12) HOUSTON, TX FOR TRANSHIPMENT TO (14) COMBINED TRANSPORT - ONWARD CARRIAGE (15)* -

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE		
MARKS AND NUMBERS (16)	NO. of PKGS. (17)	DESCRIPTION OF GOODS (18) SHIPPER'S STOW LOAD AND COUNT	GROSS WEIGHT (19)	MEASUREMENT (20)
ECMU9535525 SN# KYL 742583	52	1x40HC CONTAINER: SOUTHERN YELLOW PINE LOGS LOGS Shipped on Board CMA CGM FLORIDA 20-JUL-2012 CMA CGM America LLC As agents for the Carrier FREIGHT TO BE PREPAID	24227.000KGM	40.295MTQ
SHIPPERS STOW, LOAD AND COUNT / F C L DESTUFFING CHARGES AT DESTINATION AS PER LINE'S TARIFF FOR CONSIGNEE'S ACCOUNT T H C AT DESTINATION PAYABLE BY CONSIGNEES AS PER LINE/PORT TARIFF ANY FINES/ADDITIONAL EXPENSES SUCH AS BUT NOT LIMITED TO CONTAINER DETENTION CHARGES OR PORT STORAGES INCURRED AT POD BEFORE FINAL TRANSFER TO FPD, DUE TO IMPROPER CARGO DESCRIPTION OR NON-SUBMISSIONS OF REQUESTED DOCUMENTS WILL BE ON ACCOUNT OF THE CARGO. STAMP DUTY ON DELIVERY ORDERS AND ADMINISTRATIVE CHARGES THEREON FOR RECEIVER'S ACCOUNT. UNLESS THE VALUE OF CARGO IS DECLARED ON THE FACE OF THIS BILL OF LADING OR WAYBILL IN THE CONDITIONS SET FOR ON THE REVERSE, LIMITATION OF LIABILITY IN RESPECT OF LOSS OR DAMAGE TO GOODS SHALL NOT EXCEED USD 500.00 PER PACKAGE, OR CUSTOMARY FREIGHT UNIT IF GOODS ARE NOT SHIPPED IN PACKAGE. FOR THE PURPOSE OF THE PRESENT CARRIAGE, CLAUSE 14(2) SHALL EXCLUDE THE APPLICATION OF THE YORK/ANTWERP RULES, 2004. DEMURRAGE AND DETENTION PAYABLE BY THE MERCHANT AS PER CMA CGM TARIFF AVAILABLE ON THE WEB SITE WWW.CMA- CGM.COM, OR IN ANY OF CMA CGM AGENCY MIS-DECLARATION OF CARGO WEIGHT ENDANGERS CREW, PORT WORKERS AND VESSELS' SAFETY. YOUR CARGO MAY BE WEIGHED AT ANY PLACE AND TIME OF CARRIAGE AND ANY MIS-DECLARATION WILL EXPOSE YOU TO CLAIMS FOR ALL LOSSES, EXPENSES OR DAMAGES WHATSOEVER RESULTING THEREOF AND BE SUBJECT TO FREIGHT SURCHARGE. The Shipper acknowledges that the Carrier may carry the Goods identified in this Bill of Lading on the deck SHIPPERS DECLARED VALUE SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 10 OF THIS B/L If above commodities, technology, or software were exported from the U.S., the Export Administration Regulations must be complied by the Merchant. Diversions contrary to U.S. law prohibited.				

*If the Pre-Carriage or Onward Carriage boxes are filled out, shipment will be treated as Through Combined Transport. Carrier undertakes entire transport from the place where the goods are taken in charge to the place designated for their delivery and assumes full liability for such transport as per clause 15.

RECEIVED in external good order and condition, except as otherwise indicated herein, the number of packages listed in the Carriers Receipt, said to contain the goods described in the Particulars Furnished by Shipper (contents, weight and measurement unknown to Carrier) to be transported to the port of discharge, or to such other place authorized or permitted herein, or so near thereto as the vessel can get, lie and leave, always in safety and without delay, and there to be delivered to consignee, or authorized receiver, or on carrier on payment of all charges due thereon.

All actions against Carrier under the contract of Carriage evidenced by this Waybill shall be brought before the "Tribunal de Commerce de MARSEILLE" and no other Court shall have jurisdiction with regards to any such action. Actions against the Merchant under the contract of Carriage evidenced by this Waybill may be brought before the "Tribunal de Commerce de MARSEILLE" or, in Carrier's sole discretion, in another court of competent jurisdiction.

FREIGHT CHARGES (See Clause 10 and 20)

Change of vess or dest., incl	USD	200.00	P	IN WITNESS WHEREOF ZERO Bills of Lading all of like tenor, have been executed, ONE of which being accomplished, the other shall stand void. DAY MONTH YEAR 20-JUL-12 Signed for the Carrier CMA CGM SA by CMA CGM (AMERICA) LLC as agent for the Carrier
Wharfage	USD	62.00	P	
Ocean Carrier-Intl Ship & port	USD	10.00	P	
Origin,Terminals-Intl Ship&Por	USD	3.25	P	
Documentation Fees, incl BsL s	USD	50.00	P	
Late payment, fee for	USD	50.00	P	
Late payment, fee for	USD	200.00	P	
Terminal handl. ch destinatio	INR	3700.00	C	
DECLARED VALUE CHARGES (See Clause 10)				
HARBOR TAX/LIGHTERAGE				
TOTAL \$				By _____

(Continued on reverse side)

CMA000003



BILL OF LADING FOR COMBINED TRANSPORT AND PORT TO PORT SHIPMENT

Sheet 2 of 3

SHIPPER/EXPORTER (2) GLOBAL ENTERPRISE WORLDWIDE LLC 1201 N ORANGE STREET – SUITE 700 – WILMINGTON DE 19801 – 1186		DOCUMENT NO (5) NAM1385284C EXPORT REFERENCES (6) NA2255397
CONSIGNEE (3) (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER) MARKWIN LOGISTICS INDIA PVT LTD, C/O M/s. EXPRESS WAY 133/1/1A, S N BANERJEE ROAD, 4TH FLOOR, KOLKATTA- 700013 TEL:+9133 30082300 (HUNTING) FAX:+91 33 30082319/20 CTC:SATHEESH KRISHNAN/MOB: +91 9677286201* NOTIFY (4)		FORWARDING AGENT - REFERENCES (7) CHB: FMC:
PIER/TERMINAL (10) Bayport Container Terminal VESSEL (11) CMA CGM FLORIDA PG740W		POINT AND COUNTRY OF ORIGIN (8) DOMESTIC ROUTING/EXPORT INSTRUCTIONS (9) NO SED REQUIRED - X20120702055264 *MR. DEVENDRA KUMAR: +91 9884111378
PORT OF DISCHARGE FROM VESSEL (13) KOLKATA(CALCUTTA)		COMBINED TRANSPORT* PRECARRIAGE FROM (10A) - PORT OF LOADING (12) HOUSTON, TX COMBINED TRANSPORT - ONWARD CARRIAGE (15)* -

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE		
MARKS AND NUMBERS (16)	NO. of PKGS. (17)	DESCRIPTION OF GOODS (18) SHIPPER'S STOW LOAD AND COUNT	GROSS WEIGHT (19)	MEASUREMENT (20)
<p>of any vessel and in taking remittance of this Bill of Lading the Merchant (including the Shipper, the Consignee and the Holder of the Bill of Lading, as the case may be) confirms his express acceptance of all the terms and conditions of this Bill of Lading and expressly confirms his unconditional and irrevocable consent to the possible carriage of the Goods on the deck of any vessel.</p> <p>By tendering the hazardous goods for carriage, Merchant guarantees the accuracy of the description of the goods and undertakes to warn the consignee, the notify party, and all its sub contractors on the transport, storage and handling prescriptions referred to in the IMDG Code and the Material Safety Data Sheet. Merchant's particular attention is drawn on clause 20 of this bill of lading.</p>				
SHIPPER'S DECLARED VALUE SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 10 OF THIS B/L				

If above commodities, technology, or software were exported from the U.S., the Export Administration Regulations must be complied by the Merchant. Diversions contrary to U.S. law prohibited.

*If the Pre-Carriage or Onward Carriage boxes are filled out, shipment will be treated as Through Combined Transport. Carrier undertakes entire transport from the place where the goods are taken in charge to the place designated for their delivery and assumes full liability for such transport as per clause 15.

RECEIVED in external good order and condition, except as otherwise indicated herein, the number of packages listed in the Carriers Receipt, said to contain the goods described in the Particulars Furnished by Shipper (contents, weight and measurement unknown to Carrier) to be transported to the port of discharge, or to such other place authorized or permitted herein, or so near thereto as the vessel can get, lie and leave, always in safety and without delay, and there to be delivered to consignee, or authorized receiver, or on carrier on payment of all charges due thereon.

All actions against Carrier under the contract of Carriage evidenced by this Waybill shall be brought before the "Tribunal de Commerce de MARSEILLE" and no other Court shall have jurisdiction with regards to any such action. Actions against the Merchant under the contract of Carriage evidenced by this Waybill may be brought before the "Tribunal de Commerce de MARSEILLE" or, in Carrier's sole discretion, in another court of competent jurisdiction.

FREIGHT CHARGES (See clause 10 and 20)

Admn Fee - Customs Manifest Am	INR	2500.00	C
Delivery Order fee	INR	2750.00	C
HBL additional, FCL	INR	1750.00	C
Cleaning and disinfection char	INR	1000.00	C
Phytosanitary survey incl quar	INR	500.00	C
Container maintenance charge	INR	1600.00	C
Delivery Order fee - special r	INR	250.00	C
OCEAN FREIGHT	USD	3000.00	P

IN WITNESS WHEREOF ZERO

Bills of Lading all of like tenor, have been executed, ONE of which being accomplished, the other shall stand void.

DAY MONTH YEAR
20-JUL-12
Signed for the Carrier CMA CGM SA by
CMA CGM (AMERICA) LLC as agent for the Carrier

BL/No.
CMDU
NA2255397

DECLARED VALUE CHARGES (See Clause 10)

HARBOR TAX/LIGHTERAGE

TOTAL \$

By

(Continued on reverse side)

CMA000004

Sheet 3 of 3

CMA000005



BILL OF LADING FOR COMBINED TRANSPORT AND PORT TO PORT SHIPMENT

Sheet 1 of 5

SHIPPER/EXPORTER (2) GLOBAL ENTERPRISE WORLDWIDE LLC 1201 N ORANGE STREET SUITE 700 WILMINGTON DE 19801 - 1186		DOCUMENT NO (5) NAM1508009 EXPORT REFERENCES (6) NA2312773
CONSIGNEE (3) (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER) FUJIAN ZHANGZHOU FOREIGN TRADE CO., LTD. FOREIGN TRADE BUILDING, 32 NORTH ZINHUA RD., ZHANGZHOU, FUJIAN, CHINA		FORWARDING AGENT - REFERENCES (7) CHB: FMC:
NOTIFY (4)		POINT AND COUNTRY OF ORIGIN (8) DOMESTIC ROUTING/EXPORT INSTRUCTIONS (9) NO SED REQUIRED - X20121219019505
PIER/TERMINAL (10) Bayport Container Terminal	COMBINED TRANSPORT* PRECARRIAGE FROM (10A) -	
VESSEL (11) CMA CGM FLORIDA PG784W	PORT OF LOADING (12) HOUSTON, TX	
PORT OF DISCHARGE FROM VESSEL (13) QINGDAO, CHINA	FOR TRANSHIPMENT TO (14) -	COMBINED TRANSPORT - ONWARD CARRIAGE (15)* -

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE		
MARKS AND NUMBERS (16)	NO. of PKGS. (17)	DESCRIPTION OF GOODS (18) SHIPPER'S STOW LOAD AND COUNT	GROSS WEIGHT (19)	MEASUREMENT (20)
		26x40HC CONTAINERS: SOUTHERN YELLOW PINE LOGS		
ECMU9287732 SN# KYL742765	23	LOGS 6.6976 MBF	18688.000KGS	
CMAU5206982 SN# KYL742764	23	LOGS 5.1382 MBF	19269.000KGS	
XINU8046225 SN# KYL742763	26	LOGS 5.8131 MBF	21736.000KGS	
GVTU5017518 SN# KYL742757	23	LOGS 5.9503 MBF	18470.000KGS	
CAIU9073360 SN# KYL742758	23	LOGS 5.4936 MBF	18325.000KGS	
CMAU5060563 SN# KYL742762	23	LOGS 5.7055 MBF	16946.000KGS	
CMAU5862419 SN# KYL742761	23	LOGS 6.1408 MBF	20049.000KGS	
ECMU9574497	23	LOGS	19487.000KGS	

IF above commodities, technology, or software were exported from the U.S., the Export Administration Regulations must be complied by the Merchant. Diversions contrary to U.S. law prohibited.

*If the Pre-Carriage or Onward Carriage boxes are filled out, shipment will be treated as Through Combined Transport. Carrier undertakes entire transport from the place where the goods are taken in charge to the place designated for their delivery and assumes full liability for such transport as per clause 15.

RECEIVED in external good order and condition, except as otherwise indicated herein, the number of packages listed in the Carriers Receipt, said to contain the goods described in the Particulars Furnished by Shipper (contents, weight and measurement unknown to Carrier) to be transported to the port of discharge, or to such other place authorized or permitted herein, or so near thereto as the vessel can get, lie and leave, always in safety and without delay, and there to be delivered to consignee, or authorized receiver, or on carrier on payment of all charges due thereon.

All actions against Carrier under the contract of Carriage evidenced by this Bill of Lading shall be brought before the "Tribunal de Commerce de MARSEILLE" and no other Court shall have jurisdiction with regards to any such action. Actions against the Merchant under the contract of Carriage evidenced by this Bill of Lading may be brought before the "Tribunal de Commerce de MARSEILLE" or, in Carrier's sole discretion, in another court of competent jurisdiction.

FREIGHT CHARGES (See clause 10 and 20)

BASIC FREIGHT	USD	41600.00	P
Ocean Carrier-Intl Ship & port	USD	260.00	P
Documentation Fees, incl BsL s	USD	50.00	P
Origin,Terminals-Intl Ship&Por	USD	84.50	P
Wharfage	USD	1612.00	P
Late payment, fee for	USD	50.00	P
Late payment, fee for	USD	200.00	P
Import documentation fees	CNY	400.00	C

IN WITNESS WHEREOF THREE (3)

Bills of Lading all of like tenor, have been executed, ONE of which being accomplished, the other shall stand void.

DAY MONTH YEAR
22-DEC-12

BL/No.
CMDU
NA2312773

Signed for the Carrier CMA CGM SA by
CMA CGM (AMERICA) LLC as agent for the Carrier

DECLARED VALUE CHARGES (See Clause 10)
HARBOR TAX/LIGHTERAGE

TOTAL \$

By

(Continued on reverse side)

CMA000006



BILL OF LADING FOR COMBINED TRANSPORT AND PORT TO PORT SHIPMENT

Sheet 2 of 5

SHIPPER/EXPORTER (2) GLOBAL ENTERPRISE WORLDWIDE LLC 1201 N ORANGE STREET SUITE 700 WILMINGTON DE 19801 - 1186		DOCUMENT NO (5) NAM1508009 EXPORT REFERENCES (6) NA2312773
CONSIGNEE (3) (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER) FUJIAN ZHANGZHOU FOREIGN TRADE CO., LTD. FOREIGN TRADE BUILDING, 32 NORTH ZINHUA RD., ZHANGZHOU, FUJIAN, CHINA		FORWARDING AGENT - REFERENCES (7) CHB: FMC:
NOTIFY (4)		POINT AND COUNTRY OF ORIGIN (8) DOMESTIC ROUTING/EXPORT INSTRUCTIONS (9) NO SED REQUIRED - X20121219019505
PIER/TERMINAL (10) Bayport Container Terminal	COMBINED TRANSPORT* PRECARRIAGE FROM (10A) -	
VESSEL (11) CMA CGM FLORIDA PG784W	PORT OF LOADING (12) HOUSTON, TX	
PORT OF DISCHARGE FROM VESSEL (13) QINGDAO, CHINA	FOR TRANSHIPMENT TO (14) -	COMBINED TRANSPORT - ONWARD CARRIAGE (15)* -

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE		
MARKS AND NUMBERS (16)	NO. of PKGS. (17)	DESCRIPTION OF GOODS (18) SHIPPER'S STOW LOAD AND COUNT	GROSS WEIGHT (19)	MEASUREMENT (20)
SN# KYL742760		5.1790 MBF		
CAIU9069680	23	LOGS	16511.000KGS	
SN# KYL742756		5.0147 MBF		
CAIU9070823	20	LOGS	19804.000KGS	
SN# KYL742759		6.3024 MBF		
GESU5974960	23	LOGS	20040.000KGS	
SN# KYL742755		5.7965 MBF		
ECMU9158437	23	LOGS	16320.000KGS	
SN# KYL742794		5.2139 MBF		
GESU5077885	25	LOGS	19559.000KGS	
SN# KYL732795		5.3347 MBF		
DFSU6640312	23	LOGS	19866.000KGS	
SN# KYL742753		5.7378 MBF		
CAIU8531983	23	LOGS	19877.000KGS	
SN# KYL742752		6.2004 MBF		
GLDU0878960	23	LOGS	18126.000KGS	
SN# KYL742798		5.6683 MBF		

SHIPPER'S DECLARED VALUE

SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 10 OF THIS B/L

If above commodities, technology, or software were exported from the U.S., the Export Administration Regulations must be complied by the Merchant. Diversions contrary to U.S. law prohibited.

*If the Pre-Carriage or Onward Carriage boxes are filled out, shipment will be treated as Through Combined Transport. Carrier undertakes entire transport from the place where the goods are taken in charge to the place designated for their delivery and assumes full liability for such transport as per clause 15.

RECEIVED in external good order and condition, except as otherwise indicated herein, the number of packages listed in the Carriers Receipt, said to contain the goods described in the Particulars Furnished by Shipper (contents, weight and measurement unknown to Carrier) to be transported to the port of discharge, or to such other place authorized or permitted herein, or so near thereto as the vessel can get, lie and leave, always in safety and without delay, and there to be delivered to consignee, or authorized receiver, or on carrier on payment of all charges due thereon.

All actions against Carrier under the contract of Carriage evidenced by this Bill of Lading shall be brought before the "Tribunal de Commerce de MARSEILLE" and no other Court shall have jurisdiction with regards to any such action. Actions against the Merchant under the contract of Carriage evidenced by this Bill of Lading may be brought before the "Tribunal de Commerce de MARSEILLE" or, in Carrier's sole discretion, in another court of competent jurisdiction.

FREIGHT CHARGES (See clause 10 and 20)

TOTAL COLLECT	CNY	400.00	C
TOTAL PREPAID	USD	43856.50	P
DECLARED VALUE CHARGES (See Clause 10)			
HARBOR TAX/LIGHTERAGE			
TOTAL \$			

IN WITNESS WHEREOF THREE (3)

Bills of Lading all of like tenor, have been executed, ONE of which being accomplished, the other shall stand void.

DAY MONTH YEAR BL/No.
CMDU
22-DEC-12 NA2312773
Signed for the Carrier CMA CGM SA by
CMA CGM (AMERICA) LLC as agent for the Carrier

By

(Continued on reverse side)

CMA000007



BILL OF LADING FOR COMBINED TRANSPORT AND PORT TO PORT SHIPMENT

Sheet 3 of 5

SHIPPER/EXPORTER (2) GLOBAL ENTERPRISE WORLDWIDE LLC 1201 N ORANGE STREET SUITE 700 WILMINGTON DE 19801 - 1186		DOCUMENT NO (5) NAM1508009 EXPORT REFERENCES (6) NA2312773
CONSIGNEE (3) (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER) FUJIAN ZHANGZHOU FOREIGN TRADE CO., LTD. FOREIGN TRADE BUILDING, 32 NORTH ZINHUA RD., ZHANGZHOU, FUJIAN, CHINA		FORWARDING AGENT - REFERENCES (7) CHB: FMC:
NOTIFY (4)		POINT AND COUNTRY OF ORIGIN (8) DOMESTIC ROUTING/EXPORT INSTRUCTIONS (9) NO SED REQUIRED - X20121219019505
PIER/TERMINAL (10) Bayport Container Terminal	COMBINED TRANSPORT* PRECARRIAGE FROM (10A) -	
VESSEL (11) CMA CGM FLORIDA PG784W	PORT OF LOADING (12) HOUSTON, TX	
PORT OF DISCHARGE FROM VESSEL (13) QINGDAO, CHINA	FOR TRANSHIPMENT TO (14) -	COMBINED TRANSPORT - ONWARD CARRIAGE (15)* -

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE		
MARKS AND NUMBERS (16)	NO. of PKGS. (17)	DESCRIPTION OF GOODS (18) SHIPPER'S STOW LOAD AND COUNT	GROSS WEIGHT (19)	MEASUREMENT (20)
GLDU7136601 SN# KYL742754	23	LOGS 6.2081 MBF	18525.000KGS	
INKU6206243 SN# KYL742751	26	LOGS 6.1563 MBF	19895.000KGS	
TGHU6267183 SN# KYL742800	23	LOGS 5.9618 MBF	17663.000KGS	
CAIU8155910 SN# KYL742799	23	LOGS 6.6111 MBF	21029.000KGS	
UNIU5025754 SN# KYL742790	23	LOGS 4.9543 MBF	16511.000KGS	
TCNU9237690 SN# KYL742796	24	LOGS 4.7710 MBF	16547.000KGS	
GESU4563033 SN# KYL742797	25	LOGS 5.5463 MBF	18734.000KGS	
CAIU8139463 SN# KYL742792	23	LOGS 4.5350 MBF	15468.000KGS	

SHIPPER'S DECLARED VALUE
SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 10 OF THIS B/L

If above commodities, technology, or software were exported from the U.S., the Export Administration Regulations must be complied by the Merchant. Diversions contrary to U.S. law prohibited.

*If the Pre-Carriage or Onward Carriage boxes are filled out, shipment will be treated as Through Combined Transport. Carrier undertakes entire transport from the place where the goods are taken in charge to the place designated for their delivery and assumes full liability for such transport as per clause 15.

RECEIVED in external good order and condition, except as otherwise indicated herein, the number of packages listed in the Carriers Receipt, said to contain the goods described in the Particulars Furnished by Shipper (contents, weight and measurement unknown to Carrier) to be transported to the port of discharge, or to such other place authorized or permitted herein, or so near thereto as the vessel can get, lie and leave, always in safety and without delay, and there to be delivered to consignee, or authorized receiver, or on carrier on payment of all charges due thereon.

All actions against Carrier under the contract of Carriage evidenced by this Bill of Lading shall be brought before the "Tribunal de Commerce de MARSEILLE" and no other Court shall have jurisdiction with regards to any such action. Actions against the Merchant under the contract of Carriage evidenced by this Bill of Lading may be brought before the "Tribunal de Commerce de MARSEILLE" or, in Carrier's sole discretion, in another court of competent jurisdiction.

FREIGHT CHARGES (See clause 10 and 20)

IN WITNESS WHEREOF THREE (3)

Bills of Lading all of like tenor, have been executed, ONE of which being accomplished, the other shall stand void.

DAY MONTH YEAR BL/No.
CMDU
22-DEC-12 **NA2312773**
Signed for the Carrier CMA CGM SA by
CMA CGM (AMERICA) LLC as agent for the Carrier

DECLARED VALUE CHARGES (See Clause 10)
HARBOR TAX/LIGHTERAGE

TOTAL \$

By

(Continued on reverse side)

CMA000008



BILL OF LADING FOR COMBINED TRANSPORT AND PORT TO PORT SHIPMENT

Sheet 4 of 5

SHIPPER/EXPORTER (2) GLOBAL ENTERPRISE WORLDWIDE LLC 1201 N ORANGE STREET SUITE 700 WILMINGTON DE 19801 - 1186		DOCUMENT NO (5) NAM1508009	NA2312773
		EXPORT REFERENCES (6)	
CONSIGNEE (3) (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER) FUJIAN ZHANGZHOU FOREIGN TRADE CO., LTD. FOREIGN TRADE BUILDING, 32 NORTH ZINHUA RD., ZHANGZHOU, FUJIAN, CHINA		FORWARDING AGENT - REFERENCES (7) CHB: FMC:	
NOTIFY (4)		POINT AND COUNTRY OF ORIGIN (8)	
		DOMESTIC ROUTING/EXPORT INSTRUCTIONS (9) NO SED REQUIRED - X20121219019505	
PIER/TERMINAL (10) Bayport Container Terminal	COMBINED TRANSPORT* PRECARRIAGE FROM (10A) -		
VESSEL (11) CMA CGM FLORIDA PG784W	PORT OF LOADING (12) HOUSTON, TX		
PORT OF DISCHARGE FROM VESSEL (13) QINGDAO, CHINA	FOR TRANSHIPMENT TO (14)	COMBINED TRANSPORT - ONWARD CARRIAGE (15)* -	

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE		
MARKS AND NUMBERS (16)	NO. of PKGS. (17)	DESCRIPTION OF GOODS (18) SHIPPER'S STOW LOAD AND COUNT	GROSS WEIGHT (19)	MEASUREMENT (20)
GESU4035606 SN# KY742793	23	LOGS 6.3062 MBF	18588.000KGS	
CAIU8552796 SN# KYL742791	23	LOGS 4.3495 MBF	15740.000KGS	
<p>Shipped on Board CMA CGM FLORIDA 22-DEC-2012 CMA CGM America LLC As agents for the Carrier</p> <p>FREIGHT TO BE PREPAID</p> <p>SHIPPER'S STOW, LOAD AND COUNT / F C L</p> <p>CARGO AT PORT IS AT RECEIVER RISK, EXPENSES AND RESPONSIBILITY</p> <p>UNLESS THE VALUE OF CARGO IS DECLARED ON THE FACE OF THIS BILL OF LADING OR WAYBILL IN THE CONDITIONS SET FOR ON THE REVERSE, LIMITATION OF LIABILITY IN RESPECT OF LOSS OR DAMAGE TO GOODS SHALL NOT EXCEED USD 500.00 PER PACKAGE, OR CUSTOMARY FREIGHT UNIT IF GOODS ARE NOT SHIPPED IN PACKAGE.</p> <p>FOR THE PURPOSE OF THE PRESENT CARRIAGE, CLAUSE 14(2) SHALL EXCLUDE THE APPLICATION OF THE YORK/ANTWERP RULES, 2004.</p> <p>DEMURRAGE AND DETENTION PAYABLE BY THE MERCHANT AS PER CMA CGM TARIFF AVAILABLE ON THE WEB SITE WWW.CMA-CGM.COM, OR IN ANY OF CMA CGM AGENCY</p> <p>MIS-DECLARATION OF CARGO WEIGHT ENDANGERS CREW, PORT WORKERS AND VESSELS' SAFETY. YOUR CARGO MAY BE WEIGHED AT ANY PLACE AND TIME OF CARRIAGE AND ANY MIS-DECLARATION WILL EXPOSE YOU TO CLAIMS FOR ALL LOSSES, EXPENSES OR DAMAGES WHATSOEVER RESULTING THEREOF AND BE SUBJECT TO FREIGHT SURCHARGE.</p> <p>The Shipper acknowledges that the Carrier may carry the Goods identified in this Bill of Lading on the deck of any vessel and in taking remittance of this Bill of Lading the Merchant (including the Shipper, the Consignee and the Holder of the Bill of Lading, as the case may be) confirms his express acceptance of all the terms and conditions of this Bill of Lading and expressly confirms his unconditional and irrevocable consent to the possible carriage of the Goods on the deck of any vessel.</p> <p>By tendering the hazardous goods for carriage, Merchant guarantees the accuracy of the description of the</p>				

If above commodities, technology, or software were exported from the U.S., the Export Administration Regulations must be complied by the Merchant. Diversions contrary to U.S. law prohibited.

*If the Pre-Carriage or Onward Carriage boxes are filled out, shipment will be treated as Through Combined Transport. Carrier undertakes entire transport from the place where the goods are taken in charge to the place designated for their delivery and assumes full liability for such transport as per clause 15.

RECEIVED in external good order and condition, except as otherwise indicated herein, the number of packages listed in the Carriers Receipt, said to contain the goods described in the Particulars Furnished by Shipper (contents, weight and measurement unknown to Carrier) to be transported to the port of discharge, or to such other place authorized or permitted herein, or so near thereto as the vessel can get, lie and leave, always in safety and without delay, and there to be delivered to consignee, or authorized receiver, or on carrier on payment of all charges due thereon.

All actions against Carrier under the contract of Carriage evidenced by this Bill of Lading shall be brought before the "Tribunal de Commerce de MARSEILLE" and no other Court shall have jurisdiction with regards to any such action. Actions against the Merchant under the contract of Carriage evidenced by this Bill of Lading may be brought before the "Tribunal de Commerce de MARSEILLE" or, in Carrier's sole discretion, in another court of competent jurisdiction.

FREIGHT CHARGES (See clause 10 and 20)

		IN WITNESS WHEREOF THREE (3)	
		Bills of Lading all of like tenor, have been executed, ONE of which being accomplished, the other shall stand void.	
		DAY MONTH YEAR	BL/No. CMDU
		22-DEC-12	NA2312773
		Signed for the Carrier CMA CGM SA by CMA CGM (AMERICA) LLC as agent for the Carrier	
DECLARED VALUE CHARGES (See Clause 10)			
HARBOR TAX/LIGHTERAGE	TOTAL \$	By _____	

(Continued on reverse side)

CMA000009



BILL OF LADING FOR COMBINED TRANSPORT AND PORT TO PORT SHIPMENT

Sheet 5 of 5

SHIPPER/EXPORTER (2) GLOBAL ENTERPRISE WORLDWIDE LLC 1201 N ORANGE STREET SUITE 700 WILMINGTON DE 19801 - 1186		DOCUMENT NO (5) NAM1508009 EXPORT REFERENCES (6) NA2312773		
CONSIGNEE (3) (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER) FUJIAN ZHANGZHOU FOREIGN TRADE CO., LTD. FOREIGN TRADE BUILDING, 32 NORTH ZINHUA RD., ZHANGZHOU, FUJIAN, CHINA		FORWARDING AGENT - REFERENCES (7) CHB: FMC:		
NOTIFY (4)		POINT AND COUNTRY OF ORIGIN (8) DOMESTIC ROUTING/EXPORT INSTRUCTIONS (9) NO SED REQUIRED - X20121219019505		
PIER/TERMINAL (10) Bayport Container Terminal	COMBINED TRANSPORT* PRECARRIAGE FROM (10A) -			
VESSEL (11) CMA CGM FLORIDA PG784W	PORT OF LOADING (12) HOUSTON, TX			
PORT OF DISCHARGE FROM VESSEL (13) QINGDAO, CHINA	FOR TRANSHIPMENT TO (14)	COMBINED TRANSPORT - ONWARD CARRIAGE (15)* -		
CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE		
MARKS AND NUMBERS (16)	NO. of PKGS. (17)	DESCRIPTION OF GOODS (18) SHIPPER'S STOW LOAD AND COUNT	GROSS WEIGHT (19)	MEASUREMENT (20)
<p>goods and undertakes to warn the consignee, the notify party, and all its sub contractors on the transport, storage and handling prescriptions referred to in the IMDG Code and the Material Safety Data Sheet. Merchant's particular attention is drawn on clause 20 of this bill of lading.</p> <p>SHIPPER'S DECLARED VALUE SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 10 OF THIS B/L If above commodities, technology, or software were exported from the U.S., the Export Administration Regulations must be complied by the Merchant. Diversions contrary to U.S. law prohibited.</p> <p>*If the Pre-Carriage or Onward Carriage boxes are filled out, shipment will be treated as Through Combined Transport. Carrier undertakes entire transport from the place where the goods are taken in charge to the place designated for their delivery and assumes full liability for such transport as per clause 15.</p> <p>RECEIVED in external good order and condition, except as otherwise indicated herein, the number of packages listed in the Carriers Receipt, said to contain the goods described in the Particulars Furnished by Shipper (contents, weight and measurement unknown to Carrier) to be transported to the port of discharge, or to such other place authorized or permitted herein, or so near thereto as the vessel can get, lie and leave, always in safety and without delay, and there to be delivered to consignee, or authorized receiver, or on carrier on payment of all charges due thereon.</p> <p>All actions against Carrier under the contract of Carriage evidenced by this Bill of Lading shall be brought before the "Tribunal de Commerce de MARSEILLE" and no other Court shall have jurisdiction with regards to any such action. Actions against the Merchant under the contract of Carriage evidenced by this Bill of Lading may be brought before the "Tribunal de Commerce de MARSEILLE" or, in Carrier's sole discretion, in another court of competent jurisdiction.</p> <p>FREIGHT CHARGES (See clause 10 and 20)</p>				
DECLARED VALUE CHARGES (See Clause 10) HARBOR TAX/LIGHTERAGE		<p>IN WITNESS WHEREOF THREE (3)</p> <p>Bills of Lading all of like tenor, have been executed, ONE of which being accomplished, the other shall stand void.</p> <p>DAY MONTH YEAR 22-DEC-12</p> <p>Signed for the Carrier CMA CGM SA by CMA CGM (AMERICA) LLC as agent for the Carrier</p> <p>By _____</p>		
TOTAL \$				

(Continued on reverse side)

CMA000010